

**From:** Jessica Pennington  
**To:** [R9LandSubmit](#)  
**Cc:** [Sanders-Curry, Madison](#); [Joe Christopher](#)  
**Subject:** RE: Emerald Transformer Los Angeles formerly Clean Harbors Los Angeles  
**Date:** Tuesday, January 9, 2018 9:55:40 AM  
**Attachments:** [image001.png](#)  
[Region 9 FA Letter 010818.pdf](#)  
[Final Bond LA\(2\) TSCA.pdf](#)  
[Final STA LA\(2\) TSCA.pdf](#)

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Good Morning.

Attached you will find additional information regarding the Financial Assurance mechanism placement for the Emerald Transformer facility located at 5756 Alba Street Los Angeles, California. The original hard copies of this information is being mailed to your attention today.

Please note you will also be copied on the Financial Assurance letter and mechanism that is being sent to CA DTSC per your request.

We appreciate your patience and cooperation. Please do not hesitate to contact me with questions regarding the attached information.

Regards,



Jessica Pennington    CESCO  
Director Safety and Environmental Compliance

Emerald Transformer  
4509 St Hwy 83 North  
DeFuniak Springs, FL 32433

O: 850-401-3200  
C: 850-333-8772

[www.emeraldtransformer.com](http://www.emeraldtransformer.com)





Barbara Gross  
Manger, Permits Section  
Land Division  
United States Environmental Protection Agency  
Region 9  
45 Hawthorne Street  
San Francisco, CA 94105-3901

January 8, 2018

Re: Emerald Transformer Los Angeles, LLC  
CAD 050 806 850

Dear Ms. Gross,

Please find the enclosed Performance Bond and Standby Trust Agreement that has been obtained for the purposes of establishing Financial Assurance Mechanisms for the RCRA Closure Cost Estimates for the facility located at 5756 Alba Street Los Angeles, CA.

This Financial Assurance mechanism is applicable to the Closure Cost Estimate identified in the most recent version of the TSCA Storage Permit Application submitted to US EPA Region 9 dated November 2017.

We understand only at the time the financial assurance mechanisms have been reviewed and approved will Clean Harbors, Inc. withdraw the Surety Bonds that it has maintained as Financial Assurance for the facility.

If there is anything additional immediately required of Emerald Transformer regarding this information, please do not hesitate to let me know.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jessica Pennington", is written over a light blue grid background.

Jessica Pennington  
Emerald Transformer  
Director of Safety and Environmental Compliance  
jpennington@emeraldtransformer.com  
850-401-3200

Enclosures

CC:

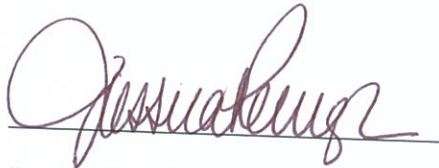
Mr. Ricardo Gonzalez  
Hazardous Substances Engineer  
Department of Toxic Substances Control  
9211 Oakdale Ave.  
Chatsworth, CA 91311

Jeff Scott  
Director  
Land Division  
United States Environmental Protection Agency  
Region 9  
45 Hawthorne Street  
San Francisco, CA 94105

Ms. Barbara Gross  
January 8, 2018

**Certification Statement**

"Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (18 U.S.C. 1001 and 15 U.S.C. 2615), I certify that the information contained in or accompanying this document is true, accurate, and complete. As to the identified section(s) of this document for which I cannot personally verify the truth and accuracy, I certify as the company official having supervisory responsibility for the persons who, acting under my direct instructions, made the verification that this information is true, accurate, and complete."



Jessica Pennington  
Director of Safety and Environmental Compliance  
Emerald Transformer

1/9/2018  
Date

## PERFORMANCE BOND

Date bond executed: June 30, 2017

Effective date: June 30, 2017

Principal: Emerald Transformer Western States LLC  
630 Baldwin Avenue  
DeFuniak Springs, FL 32435

Type of organization: a limited liability company

State of incorporation: Delaware

Surety(ies): Lexon Insurance Company  
10002 Shelbyville Rd., Suite 100  
Louisville, KY 40223

EPA Identification Number, name, address, and closure and/or post-closure amount(s) for each facility guaranteed by this bond indicate closure and post-closure amounts separately]:

Emerald Transformer Los Angeles LLC; 5756 Alba Street Los Angeles, CA 90058; EPA ID CAD 050 806 850

Total penal sum of bond: Ninety One Thousand Five Hundred Ninety Eight and No/100 Dollars  
(\$91,598.00)

Surety's bond number: 1143852

Know All Persons By These presents, That we, the Principal and Surety(ies) hereto are firmly bound to the U.S. Environmental Protection Agency (hereinafter called EPA), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes such Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

Whereas said Principal is required, under the Toxic Substances Control Act (TSCA) as amended, to have a permit or approval in order to own or operate each PCB commercial storage facility identified above, and

Whereas said Principal is required to provide financial assurance for closure, or closure and post-closure care, as a condition of the permit or approval, and

Whereas said Principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

Now, Therefore, the conditions of this obligation are such that if the Principal shall faithfully perform closure, whenever required to do so, of each facility for which this bond guarantees closure, in accordance with the closure plan and other requirements of the permit or approval as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform post-closure care of each facility for which this bond guarantees post-closure care, in accordance with the post-closure plan and other requirements of the permit or approval, as such plan, permit, and/or approval may be amended, pursuant to all applicable laws, statutes rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain the EPA Regional Administrator's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the EPA Regional Administrator(s) from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the closure requirements of 40 CFR 761, for a facility for which this bond guarantees performance of closure, the Surety(ies) shall either perform closure in accordance with the closure plan and other permit or approval requirements or place the closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has been found in violation of the post-closure requirements of 40 CFR 761 for a facility for which this bond guarantees performance of post-closure care, the Surety(ies) shall either perform post-closure care in accordance with the post-closure plan and other permit or approval requirements or place the post-closure amount guaranteed for the facility into the standby trust fund as directed by the EPA Regional Administrator.

Upon notification by an EPA Regional Administrator that the Principal has failed to provide alternate financial assurance as specified in Subpart D of 40 CFR 761, and obtain written approval of such assurance from the EPA Regional Administrator(s) during the 90 days following receipt by both the Principal and the EPA Regional Administrator(s) of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the EPA Regional Administrator.

The surety(ies) hereby waive(s) notification of amendments to closure plans, permits, approvals, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by ending notice of cancellation by certified mail to the owner or operator and to the EPA Regional Administrator(s) for the Region(s) in which the facility(ies) is(are) located, provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the EPA Regional Administrator(s), as evidenced by the return receipts.

The principal may terminate this bond by sending written notice to the Surety(ies) provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the EPA Regional Administrator(s) of the EPA Region(s) in which the bonded facility(ies) is(are) located.

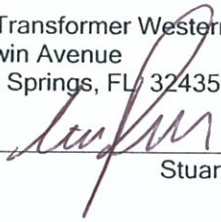
Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new closure and/or post-closure amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no degree in the penal sum takes place without the written permission of the EPA Regional Administrator(s).

In Witness Whereof, The Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this

surety bond is substantially similar to the wordings in CFR 761.65(g)(3) as such regulation was constituted on the date this bond was executed

Emerald Transformer Western States, LLC  
630 Baldwin Avenue  
DeFuniak Springs, FL 32435

By:   
Stuart Prior, CEO

Principal

(Seal)

Lexon Insurance Company  
10002 Shelbyville Rd, Suite 100  
Louisville, KY 40223

Corporate Surety(ies)

(Seal)

State of Incorporation: Texas  
Liability Limit: \$5,257,000.00

By:   
Kristin D. Thurber, Attorney-In-Fact

Bond premium: \$ 4,580.00 Annually (based on current bond amount of \$91,598.00)

POWER OF ATTORNEY

LX- 296027

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: David G. Jensen, Erin Brown, Kristin D. Thurber its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:


Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$4,500,000.00, Four Million Five Hundred Thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

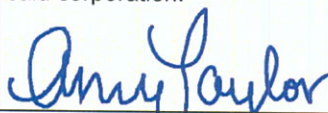
BY   
David E. Campbell  
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
Mv Commission Expires 07-08-19

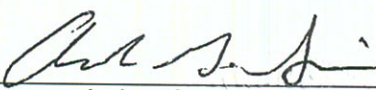
BY   
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30<sup>th</sup> Day of JUNE, 2017.



BY   
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

## *Trust Agreement*

Trust Agreement, the "Agreement," entered into as of December 20<sup>th</sup>, 2017 by and between Emerald Transformer Los Angeles LLC, a Delaware Corporation, the "Grantor," and SunTrust Bank, a Georgia Banking Corporation, the "Trustee."

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a PCB commercial storage facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein, and

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

### *Section 1. Definitions. As used in this Agreement:*

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

### *Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.*

*Section 3. Establishment of Fund.* The Grantor and the Trustee hereby establish a trust fund (the "Fund") for the purpose of assuring compliance with the closure and post-closure care requirements established by EPA for the facilities identified on Schedule A. Accordingly, the Fund is established for the benefit of parties that conduct work consistent with the approved closure and or post closure plan. The Grantor and the Trustee acknowledge that the Fund and all expenditures from the Fund shall be to fulfill the legal obligations of the Grantor under such regulations, and not any obligation of EPA.

The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible, nor shall it undertake any responsibility, for the amount or adequacy of any additional payments necessary to discharge any liabilities of the Grantor established by EPA, nor shall the Trustee have any duty to collect such additional amounts from the Grantor.

### *Section 4. Payment for Closure and Post-Closure Care.*

The Trustee shall make payments from the Fund only for closure and post-closure care of the facilities covered by this Agreement only after EPA has advised the Trustee that work has been completed that complies with the requirements of 40 C.F.R. § 761, Subpart D, and the terms of the EPA Approval under § 761, Subpart D that specifies closure and post-closure care activities. The Trustee shall not refund to the Grantor any amounts from the fund unless and until EPA has advised the Trustee that the closure and/or post-closure care activities have been successfully completed. The Trustee shall not release any funds to

the Grantor that are necessary to cover expenditures for any closure or post-closure care activities covered by this Agreement that remain uncompleted.

*Section 5. Payments Comprising the Fund.* Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

*Section 6. Trustee Management.* The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that:*

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

*Section 7. Commingling and Investment.* The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and,
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U. S. C. 80a-1 *et seq.*, including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote shares in its discretion.

*Section 8. Express Powers of Trustee.* Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

*Section 9. Taxes and Expenses.* All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

*Section 10. Annual Valuation.* The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator or Director, Office of Resource Conservation and Recovery ("ORCR") a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator or Director, ORCR shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

*Section 11. Advice of Counsel.* The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement of any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

*Section 12. Trustee Compensation.* The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

*Section 13. Successor Trustee.* The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in

## Section 9.

*Section 14. Instructions to the Trustee.* All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator Director, ORCR to the Trustee shall be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, or their designees, or the Director, ORCR, or his/her designees and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

*Section 15. Notice of Nonpayment.* The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator or Director, ORCR, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

*Section 16. Amendment of Agreement.* This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator OR Director, ORCR, or by the Trustee and the appropriate EPA Regional Administrator or Director, ORCR if the Grantor ceases to exist.

*Section 17. Irrevocability and Termination.* Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator or Director, ORCR, or by the Trustee and the EPA Regional Administrator or Director, ORCR if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

*Section 18. Immunity and Indemnification.* The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator Director, ORCR issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

*Section 19. Choice of Law.* This Agreement shall be administered, construed, and enforced according to the laws of the State of California.

*Section 20. Interpretation.* As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective representatives duly authorized and their seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

GRANTOR – Emerald Transformer Los Angeles LLC

TRUSTEE – SunTrust Bank

By: Stuart Prior  
[Print Name]

By: Megan Garza  
[Print Name]

Title: CEO

Title: Assistant Vice President

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: TRUST OFFICER

[Seal]

[Seal]

State of \_\_\_\_\_ )

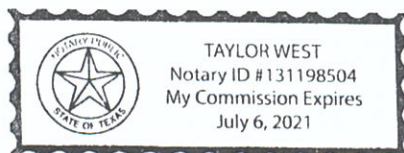
SS:

County of \_\_\_\_\_ )

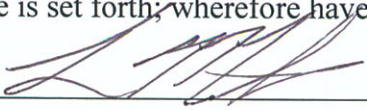
CERTIFICATION OF ACKNOWLEDGMENT [The following represents an example of the certification of acknowledgement which must accompany the trust agreement as required under 40 CFR § 264.151(a)(2). State requirements may differ on the proper content of this acknowledgment.]

Before me came the individual whose identity I confirmed as Stuart Prior, and whose true signature is set forth above; wherefore have I set my hand and seal this 14<sup>th</sup> day of December 2017.

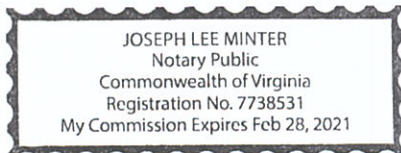
Taylor West Taylor West  
Notary Public



Before me came the individual whose identity I confirmed as Megan Gazzola, and whose true signature is set forth; wherefore have I set my hand and seal this 20<sup>th</sup> day of December, 2017



Notary Public



*Schedule A*  
*Identification of Facilities and Cost Estimates*

CAD 050 806 850

Emerald Transformer Los Angeles LLC  
5756 Alba Street  
Los Angeles, CA 90058

Current Closure Cost Estimate \$91,598.00

*Schedule B*  
*Performance Bond Property Acceptable to Trustee*

Corresponding Performance Bond  
Surety's Bond Number: 1143852

Executed June 30, 2017 by:  
Lexon Insurance Company

Penal Sum:  
\$91,598.00

*Exhibit A*

*Designated Persons and Authorized Persons for Grantor  
(Authorized to Act Individually)*

Stuart Prior, CEO  
Emerald Transformer  
630 Baldwin Avenue  
PO Box 507  
DeFuniak Springs, FL 32435  
850-401-3237

Mark Newman, CFO  
Emerald Transformer  
630 Baldwin Avenue  
PO Box 507  
DeFuniak Springs, FL 32435  
850-892-2711